

Invoice: 007
First payment for Bronze Sculptures Eklutna

August 30, 2016

Joel Isaak
47189 Jefferson Ave #3
Soldotna AK 99669
503-400-1152

Bill to:

Native Village of Eklutna
26339 Eklutna Village Road
Chugiak AK, 99567

For:

First payment upon notice to proceed with artwork

Total Cost for Billing Period:

\$8,500.00

CONTRACT

Contract No. 001

NAME AND ADDRESS OF CONTRACTOR:

Joel Issak

47189 Jefferson Avenue #3

Soldotna AK 99669

Type of Business Organization:

The Artist, by checking the applicable box, represents that he operates as:

() a corporation incorporated under the laws of the State of _____,

(X) an individual,

() a partnership,

() Limited Liability Company,

() a Joint Venture. If a partnership or joint venture, please identify all parties on a separate page.

OWNER:

NATIVE VILLAGE OF EKLUTNA

26339 Eklutna Village Road

Chugiak AK 99567

TOTAL AMOUNT OF CONTRACT EXPRESSED IN WORDS: \$85,000

Upon selection and Notice to Proceed for selected artist:	\$8500
Upon delivery and approval of maquette and Notice to Proceed for fabrication of original art:	\$8500
Upon delivery and approval of original art for Grandma Olga statue:	\$41,750
Upon delivery of fish to be embedded in concrete	\$5000
Upon completion of castings/fabrications of all art pieces and delivery of Grandma Olga, fish trap, and drying rack to Anchorage	\$16,250
Upon placement of Grandma Olga, fish trap, and drying rack at the site by the artist:	\$5,000

TotalAmount: \$ 85,000

THIS CONTRACT, entered into by the NATIVE VILLAGE OF EKLUTNA, (NVE hereafter) and Joel Isaak, hereinafter called the Artist. The parties above mutually agree as follows:

Deliver Fish Trap and maquette of Grandma Olga	By February 1, 2017
Deliver sculpture of Grandma Olga	By June 1, 2017
Install sculptures	September/October 2017 (date depends on construction)

WARRANTS

NVE warrants that it has full authority to engage the Artist in creation and fabrication of the pieces under contract. Further, NVE warrants that it has access to funds necessary to pay the Artist for his services in accordance with the payment schedule.

The Artist warrants:

1. The art is unique and original and does not infringe upon any copyright.
2. The art has not been accepted for sale elsewhere.
3. The execution and fabrication of the art will be performed in a professional manner.
4. The art as fabricated and installed by the artist will be free of defects in material and craftsmanship, including any defects or qualities, which cause or accelerate deterioration, including incompatibility of materials that may result in accelerated corrosion or rust.

WARRANTY

Artist agrees to warranty the installed work for one year from acceptance. During the warranty period, Artist agrees to repair, at no cost to NVE, defects in workmanship or materials. Artist is not required to warranty against vandalism or Acts of God. Artist is required to address defects that result from accelerated deterioration related to climatic conditions typical of the project site.

OWNERSHIP

All sculpture becomes the property of the NVE after installation and acceptance by NVE. NVE has full rights to use photography of the artwork for any and all educational or promotional purposes. NVE agrees not to reproduce the work in any form for profit arising from the sale of the reproduced artwork.

NVE shall make reasonable efforts to maintain the artwork in good repair. NVE warrants that it will not modify or alter the artwork from its installed condition, except as required for routine maintenance and repair due to vandalism, wear and tear, weather conditions, or acts of God that vary from expected conditions given the site location.

Should it be determined necessary to relocate the artwork to an alternate location, NVE may select the location. NVE may display the artwork in any place and manner so long as the integrity of the work is not violated. Prior to the relocation of the artwork which may become necessary during the life of the Artist, NVE shall, to the extent practicable, first consult the

artwork and construction settle the dispute. The cost of the arbitration process shall be borne equally. Any decision made as a result of such arbitration shall be enforceable in a court of law.

TERMINATION

The artist's services may be terminated:

1. By mutual consent of the parties
2. For the convenience of NVE, provided that NVE notifies the Artist in writing of its intent to terminate at least 30 days prior to the effective date of termination.
3. For cause, by either party where the other party fails in any material way to perform its obligations under the contract.

Termination for cause is subject to the condition that the terminating party notifies the other party of the intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within 30 days of receiving the notice.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Contract Date entered below:

NATIVE VILLAGE OF EKLUTNA

BY By: Joe Stephen
(Signature)

President
(Title)

ARTIST

BY [Signature]
(Signature)

Joe T. Cook
(Title)